

MEMORANDUM

November 21, 1985

TO: THE BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: SUSAN ALLEN, ASSISTANT DIRECTOR FOR DEVELOPMENT
AND URBAN DESIGN
LINDA BOURQUE, DIRECTOR OF ZONING
PAM WESSLING, PROJECT COORDINATOR

SUBJECT: AMENDMENTS TO 99 STATE STREET DOCUMENTS

In June of 1985 the City and the Authority approved the development known as 99 State Street and conveyed the Kilby Street garage to the 99 State Street Limited Partnership in order to effectuate the mixed-use development plan for that site. As a result of a lawsuit by the owners of 53 State Street against the developer, the City, and the Authority, an agreement was entered into with this abuttor. The agreement includes minor design changes to the development which necessitate the approval of the Authority.

The resulting design changes to the project include a height reduction from 395 feet (including mechanicals) to 389.5 feet for the tower; a minor increase in the height of the base from 5 floors (70 feet) to 6 floors (78 feet); and positive increases in the setback of the tower from State and Kilby Streets. The number of parking spaces (700) remains as previously approved but is now distributed on six, rather than five, below-grade levels. The project will contain 700,000 square feet of office space and 15,000 square feet of retail space for a total of 715,000 square feet. The project remains at the previously approved FAR 12.25. Minor changes in office space as specified in the approved PDA are the result of the recalculation of office space in conformance with the Zoning Code.

Other aspects of the project remain substantially those described to the Authority in June of 1985: The Partnership proposes to construct a mixed-use project including 700,000 square feet of office space and 15,000 square feet of retail space. The project will also contain approximately 700 sub-surface parking spaces, with a minimum of 450 public spaces. The project's massing consists of a low-rise base element fronting on all edges of the site, and a stepped tower element set back from the street frontage. The configuration of these elements has been designed to complement the scale and massing of neighboring structures and to minimize adverse wind, shadow, and daylight impacts. Pedestrian connections established by the project will reflect the area's history of through-block pedestrian walkways. These will include the extension of Merchants Row, an important

pedestrian link between the financial district and Faneuil Hall Market. This extension will connect to entrances at Kilby and Broad Streets via the office lobby at the center of the site. Garage access/egress will be from Broad Street via a depressed ramp on a portion of what is now Doane Street, which has been discontinued as a public way and conveyed to the developer. By relocating the existing Kilby Street garage entrance/exit to this point, traffic will be removed from the area's most congested intersections. The new garage will also result in shorter queuing periods for vehicles waiting to park on-site. Loading and receiving will occur at grade via Kilby Place, located away from vehicular and pedestrian traffic utilizing surrounding streets. In addition to establishing an attractive new building in Boston's financial district, the project will enhance the visual quality of the area in a number of other ways. These include the elimination of an unattractive garage structure and vacant lot on a prime downtown corner, the extension of coherent commercial street frontage, and the creation of a new vista of the historic Custom House Tower seen from State and Congress Streets.

In addition to the above specified design improvements for this area, the development of this \$240 million project will benefit the City in a number of other ways. The disposition of the Kilby Street Garage parcel and discontinued Doane Street will result in total proceeds of \$15 million to the City of which \$8 million was paid in June of 1985, and annual tax revenues totaling approximately \$6.02 million. In accordance with the Development Impact Project Plan and Agreement for 99 State Street, a Housing Payment Exaction of approximately \$3 million shall be paid by the developer to the Boston Redevelopment Authority, acting on behalf of the Neighborhood Housing Trust, for the creation of low and moderate income housing in the city of Boston, or the developer shall contribute to a Housing Creation Exaction for the creation of housing at a cost at least equal to the Housing Payment Exaction.

The development project will generate approximately 2,800 construction jobs and approximately 2,900 permanent jobs. The Partnership has agreed to submit a plan to ensure compliance with the following standards for the composition of the total construction employee workerhours, on a craft by craft basis: (a) at least 50% be by Boston residents (b) at least 25% be by minority persons, and (c) at least 10% be by women. In addition, the Partnership has agreed to submit to the Authority a voluntary Employment Opportunity Plan, detailing good faith efforts to assure that 50% of the permanent employment opportunities will be made available to Boston residents.

As one of the four development projects initiated by the surplusing of City-owned garages, the 99 State Street proposal has been subject to a number of City approvals, including Planned Development Area designation. The public parcels were transferred from the City to the Partnership in June of 1985. As a result of the previously described design changes, the project requires amendments to a number of existing agreements. It is also subject to the Authority's final review and approval of design and development plans, final working drawings and specifications, and a final environmental assessment report. The Authority's staff has reviewed the schematic plans and the drawings which satisfy the Authority's schematic design phase. The Authority's staff has also reviewed the draft environmental assessment report which was distributed for public comments. A final environmental assessment report will be prepared as part of development review, and the proposed development will be subject to mitigation measures that the Authority deems necessary to minimize any adverse environmental effects identified in the environmental review process.

We recommend that the Authority approve amendments to the existing documents pertaining to the 99 State Street development project.

Appropriate votes are attached:

VOTED: That in connection with the Amended and Restated Development Plan and the Development Impact Project Plan for Planned Development Area No. 21 presented at a public hearing duly held at the offices of the Authority on Thursday, November 21, 1985, and after consideration of evidence presented at the hearing, the Boston Redevelopment Authority finds that: (1) said Plan conforms to the general plan for the City as a whole; (2) and that nothing in said Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) said Plan does adequately and sufficiently satisfy all other criteria and specifications for a Planned Development Area subdistrict designation and for a Development Impact Project as set forth in the Boston Zoning Code as amended; and further

VOTED: That pursuant to the provisions of Sections 3-1A and 26-3 of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the amended Development Plan and the Development Impact Project Plan for Planned Development Area No. 21; and said Plans are embodied in a written document entitled "Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 21", dated November 21, 1985, and a series of drawings and design narrative listed in Exhibit III of the Plan; and said documents and drawings shall be on file in the office of the Director of Zoning of the Authority; and further

VOTED: The Authority hereby authorizes the Director to petition the Zoning Commission for its approval of the Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 21, and further

VOTED: The Authority hereby authorizes the Director to execute the amendment to the Development Impact Project Agreement between 99 State Street Limited Partnership and the Boston Redevelopment Authority, acting on its own behalf and on behalf of the Neighborhood Housing Trust, for the purpose of securing a Development Impact Project Exaction. Said Amendment is embodied in a written document, "First Amendment to Development Impact Project Agreement for Planned Development Area No. 21". Said document shall be on file in the offices of the Authority. The Authority hereby authorizes the Director to execute a First Amendment to the Cooperation Agreement between 99 State Street Limited Partnership and the Boston Redevelopment Authority and to execute a First Amendment to the Sales and Construction Agreement among 99 State Street Limited Partnership, the City of Boston, and the Boston Redevelopment Authority; and further

VOTED: The Authority hereby authorizes the Director to certify in the name of the Authority, that the Plans submitted to the Commissioner of the City of Boston Inspectional Service Department are in conformity with the Authority-approved Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 21 dated November 21, 1985 and that 99 State Street Limited Partnership has executed an Agreement, as amended, with the Boston Redevelopment Authority, acting on its own behalf and on behalf of the Neighborhood Housing Trust, for the purpose of securing a Development Impact Project Exaction; and further

VOTED: That in reference to petitions to be brought by the 99 State Street Limited Partnership for the exceptions as listed in the Development Plan and Development Impact Project Plan Amended and Restated for Planned Development Area No. 21, the Boston Redevelopment Authority has approved said Plans provided that the Zoning Commission will have approved the amendment to and restatement of the plan for Planned Development Area No. 21; and 99 State Street Limited Partnership has entered into an Agreement, as amended, with the Authority, acting on its own behalf and on behalf of the Neighborhood Housing Trust, to be responsible for a Development Impact Project Exaction. Therefore, the Authority recommends approval of said exceptions, provided that the final plans be submitted to the Authority for development review; and that plans incorporate mitigation measures deemed necessary and approved by the Authority to minimize any adverse environmental impacts.

VOTED: That the Authority recommends to the City of Boston, acting by and through its Public Facilities Commission, revisions to the "Terms and Conditions for Tentative Developer Designation of Kilby Street Garage Parcel" dated December 16, 1985 as revised on April 18, 1985. The revised document entitled "Revised Terms and Conditions for Developer Designation of Kilby Street Garage Parcels" is attached.

BOSTON REDEVELOPMENT AUTHORITY

NOVEMBER 21, 1985

AMENDED AND RESTATED
DEVELOPMENT PLAN

and

DEVELOPMENT IMPACT PROJECT PLAN
for

PLANNED DEVELOPMENT AREA NO. 21

Bounded by Kilby Street, State Street,
Kilby Place, and private parcels

99 STATE STREET LIMITED PARTNERSHIP

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Developer: 99 State Street Limited Partnership, the general partners of which are the Equitable Life Assurance Society of the United States and the Kilby Street Limited Partnership.

Architect: Graham Gund Associates in association with Skidmore, Owings & Merrill (Chicago), or other such architects as may be designated by the developer.

Description of Planned Development Area: A parcel of land in the vicinity of State, Kilby, Water and Broad Streets described in Exhibit I hereof, including the Project Site, and containing approximately 84,000 square feet and shown on the plan attached to this Exhibit.

Location and Description of Project Site: A certain parcel of land bounded generally by Kilby Street, State Street, Kilby Place, and by various private parcels fronting on State and Doane Streets, and containing approximately 60,000 square feet described in Exhibit II attached hereto and shown on the plan attached to the Exhibit.

General Description of Proposed Development: The building will contain approximately 715,000 square feet of gross floor area as defined by the Boston Zoning Code. Of this amount, approximately 700,000 square feet will be office space with the remaining 15,000 square feet consisting of ground floor retail/commercial space. Approximately 15,000 square feet of total gross floor area of the building is caused by the recessing of windows. Parking for approximately 700 vehicles will be provided on six levels below grade including a minimum of 450 public parking spaces.

Employment Plan: It is anticipated that the project will generate approximately 2,880 construction jobs and approximately 2,900 permanent office and commercial jobs. In accordance with the Authority vote of May 23, 1985, the developer shall submit a Voluntary Employment Opportunity Plan indicating measures to be taken to ensure, on a craft-by-craft basis, that its contractor, and those engaged by said

Contractor for construction of the Project, shall comply with the following standards: (a) at least 50% of the total employee workerhours in each trade shall be by bona fide Boston residents, (b) at least 25% of the total employee workerhours in each trade shall be by minority persons, and (c) at least 10% of the total employee workerhours in each trade shall be by women. The developer shall also formulate an Employment Opportunity Plan which plan shall provide for the developer's good faith efforts to achieve a goal that 50 percent of the permanent employment opportunities created by the development shall be made available to Boston residents. The plans shall be submitted to the Authority in accordance with the first Amendment to the existing Development Impact Project Agreement dated as of June 18, 1985.

Development Impact Project Exaction: As required under Section 26-3 of the Boston Zoning Code, the developer has entered into a Development Impact Project Exaction Agreement with the Boston Redevelopment Authority acting on behalf of the Neighborhood Housing Trust pursuant to the Authority's vote of June 13, 1985, which Agreement shall be amended in accordance herewith. The Development Impact Project Exaction shall be made as a Housing Payment Exaction, or as a Housing Creation Exaction which shall contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston at a cost at least equal to the amount of the Housing Payment Exaction and under the conditions specified in said Agreement. If the developer elects to satisfy its exaction responsibility with respect to the project through money payments, payments to said Trust or fiduciary shall be made in twelve (12) equal annual installments, the first installment due upon the first to occur of (i) the issuance of a certificate of occupancy for the project or (ii) twenty-four (24) months after the issuance of a building permit. The annual payment shall be one-twelfth of \$5.00 per square foot of gross floor area subject to such a payment. The exaction will approximate a total of \$3,000,000 for the project based upon a gross floor area of approximately 715,000 square feet. If a building permit is not granted, or if construction is abandoned prior to the commencement of substantial construction (as defined in the Sale and Construction Agreement to be amended in accordance herewith) after a building permit is obtained, or if for any reason a building permit for a component has lapsed prior to the commencement of substantial construction, then the developer shall have no responsibility for any Development Impact Project Exaction with respect to the project.

Estimated Construction Time: The project will be developed in a single, continuous phase with a duration of approximately 30 months from the start of construction.

Permitted Uses: An office building, commercial and retail and accessory uses, a parking garage, restaurants, and all other uses permitted from time to time in general business districts. Exhibit V lists conditional uses requested.

Proposed Location and Appearance of Structure: The location and appearance of the structure shall generally conform with the Schematic Drawings proposed by Graham Gund Associates and Skidmore, Owings &

Merrill listed in Exhibit III hereto. The drawings, which are hereby incorporated into this PDA/DIP plan, have received Schematic Design approval by the Authority and are subject to the Authority's final review and approval of Design Development Plans, and Final Working Drawings and Specifications. The structure includes an office tower atop a 6-story base. The structure will be built approximately to the State Street property line, with a stepped facade above the base and with setbacks above the base along Kilby and State Streets. The scale of fenestration, entrances, and other details will be compatible with the character of the area. The exterior facade materials shall be masonry, the tower facade material shall be granite.

Public Spaces and Landscaping: Pedestrian connections established by the project will reflect the area's history of through-block pedestrian walkways. These connections will include a link from the Faneuil Hall Marketplace and Merchants Row to the project's atrium, and a link between Kilby Street and Broad Street via a walkway aligned with Central Street and Exchange Place.

Streetscape improvements in the vicinity of the Project Site must be included within the development and will be planned in conjunction with and must receive the final approval of the Boston Redevelopment Authority as part of its Development Review Procedures. Merchants Row will be upgraded using brick, granite, and other materials compatible with the Faneuil Hall Marketplace. Pedestrian movement in Merchants Row will be enhanced consistent with vehicular traffic and servicing requirements. Central Street Court, and the State and Kilby Street sidewalks immediately adjacent to the Project, will be reconstructed and upgraded in materials compatible with and of the same quality as those used elsewhere in the Project.

Density: The floor area ratio for the project shall not exceed 12.25. A table of floor area ratio calculations is attached as Exhibit IV.

Proposed Traffic Circulation: Vehicular access and egress from the Project Site shall be provided from Broad Street. The east end of what is now Doane Street will be ramped to accommodate vehicles into and out of below-grade parking. Loading bays shall be serviced from Kilby Place via Kilby Street.

Pedestrian access to the site will be from State and Kilby Streets and from Central Street Court. The State Street entrance will face Merchants Row, establishing a major pedestrian link to the Market area. Pedestrian routes through the interior of the project will connect all parts of the project with the surrounding streets.

Parking and Loading Facilities: Approximately 700 off-street parking spaces, including a minimum of 450 public parking spaces, will be provided on six levels below grade. No less than five loading bays will be provided with access via Kilby Place.

Access to Public Transportation: The Project Site enjoys excellent access to all four MBTA lines as well as bus routes terminating at the Haymarket Station. The Blue and Orange lines are one block to the west of the site. The Green line is approximately eight blocks to the

northwest and the Red line is approximately eight blocks to the west. The Haymarket bus terminus is approximately five blocks to the north.

Proposed Dimensions of Structure: The dimensions of the structure will generally conform with the drawings listed in Exhibit III of this PDA/DIP Plan. The building height of the high-rise structure shall not exceed 389.5 feet as measured to the top of the mechanical penthouses. The building height of the low-rise structure shall not exceed 78 feet to the top of the parapet except for minor decorative elements such as those at the entrances which are indicated on the drawings. The program intent is for the structure to include a 6-story base compatible with other buildings in the vicinity of the project. All dimensional requirements specified herein shall be consistent with the drawings listed in Exhibit III. In the event of a conflict between the written requirements as set forth herein and the drawings, the drawings shall control.

Development Review: The Authority requires submission of design drawings for review and approval at three phases in the design review process in accordance with submission requirements normally followed by the Authority:

- a. Schematic Design Drawings;
- b. Design Development Drawings and Outline Specifications; and
- c. Working Drawings and Final Specifications.

The proposal has received approval of the Schematic Design Drawings. The design and dimensional requirements of the proposed development as approved by the Authority may be subject to minor modification as the result of continuing development review. Design Development Plans and Final Working Drawings and Specifications approved by the Authority shall be conclusively deemed to be in conformity with this Development Plan and Development Impact Project Plan.

Environmental Review: In compliance with the Authority's development review procedures, the Partnership has submitted a draft Environmental Assessment Report which was distributed for public comments.

The Authority may require the Partnership to take all practicable measures, including, without limitation, all reasonable economical measures consistent with the scope of the proposed development as presently conceived to mitigate potential damage to the environmental identified in the Environmental Assessment Report.

Limitation on Development: The configuration of all structures located within the Planned Development Area (specifically excluding therefrom the proposed structures located within the Project Site) shall remain the same as they presently exist and no increases shall be allowed to the height or floor area of any such structures.

99 STATE STREET

DEVELOPER: 99 STATE STREET LIMITED PARTNERSHIP

NARRATIVE
DESIGN AMENDMENT
8 November 1985

ARCHITECTS: GRAHAM GUND ASSOCIATES
SKIDMORE, OWINGS, & MERRILL (CHICAGO)

The 99 State Street site consists of approximately 1.37 acres in Boston's financial district within an area fronting on State Street to the north and Kilby Street to the west. The character of structures in the vicinity of the project site reflect the area's origins as a turn-of-the-century commercial center, as well as its subsequent development as the home of a variety of major real estate, banking, and other financial institutions.

The site is located on the eastern edge of an area of high-rise structures averaging 40 stories and exceeding 400 feet in height. Building heights of older structures to the south and east of the project are generally in the range of 70 to 125 feet. Development in the area ranges from modern high-rise structures to a variety of older architectural styles including Romanesque, Beaux Arts, Federal, and Classical Revival. Building materials consist primarily of brick and granite, with structures set uniformly at the street line. The project area is the site of considerable pedestrian activity in the vicinity of the project is the Quincy Market, where a wide variety of restaurants and shops cater to the area's large employee population, as well as to a significant number of tourists.

The 99 State Street/Kilby Garage Project will result in the creation of a 715,000 square foot office building on State Street in Boston's financial district. The project, which will include a 15,000 square foot ground floor retail component, has been designed to be compatible with the scale and character of development in the surrounding area. The program of planned office and commercial uses has been developed to reflect the overall character of land uses in this area of the city.

The project's massing consists of a low-rise base element fronting all edges of the site, and a stepped tower element set back from street frontage. The configuration of these elements has been designed to complement the scale and massing of neighboring structures, and to minimize the creation of wind or shadow effects, or the obstruction of daylight in the vicinity of the project.

Pedestrian connections established by the project will reflect the area's history of through-block pedestrian walkways. These will include the extension of Merchant's Row, an important pedestrian link between the financial district and Quincy Market. This extension will connect to entrances at Kilby and Broad Streets via the office lobby at the center of the site. Approximately 700 parking spaces below grade are currently planned for the development. Garage access/egress will be from Broad Street via a depressed ramp on a portion of Doane Street (now discontinued). By relocating the existing Kilby Street garage entrance/exit to this point, traffic will be removed from the area's most congested intersections. The new garage will also result in shorter queuing period for vehicles waiting to park on-site. Loading and receiving will occur at grade via Kilby Place, located away

from vehicular and pedestrian traffic utilizing surrounding streets. In addition to establishing an attractive new building in Boston's financial district, the project will enhance the visual quality of the area in a number of other ways. These include the elimination of an unattractive garage structure and vacant lot on a prime downtown corner, the extension of coherent commercial street frontage, and the creation of a new vista of the historic Custom House Tower seen from State and Congress Streets.

The fundamental principle governing the design of this project has been a sensitivity to context. Toward this end, the development includes the reestablishment of pedestrian connections within the block, the restoration of an appropriate scale at the street, and the addition of a compatible shape to the skyline.

Faneuil Hall Marketplace is only a short distance away from the site, linked to State Street by Merchant's Row. The design reinforces this connection by placing a major State Street entrance on axis with Merchant's Row. Inside the entry portal, a six-story covered arcade will link State Street with additional entrances at Kilby Street and Central Court via the building lobby. It is anticipated that retail space will be established on either side of the arcade, thereby extending Merchant's Row into the project.

The building has been designed to establish a pedestrian scale at street level. The low-scale building height of Liberty Square and State Street has been extended along the street edge of the project site, eliminating the non-conforming height imposed by the existing parking garage and 89 State Street.

This reduction in building height will reestablish the vista of the Custom House Tower from Congress and State Street, and will continue the chain of low-scale buildings which run between the Old State House and the Waterfront and from Liberty Square through Quincy Market to Haymarket. The scale of the six-story base will be broken down in such a way as to establish harmony with the narrower structures at Liberty Square and State Street, and to create variety and richness along the street edge. Masonry detailing, punched and recessed windows, and cornices characteristic of these structures will be introduced in a manner which is contemporary yet sympathetic in scale and detail to their existing counterparts. The tower is set back from the base in order to facilitate its treatment at a distinctly different scale.

The portion of the project above the six-story base has been established as a point tower in order to minimize its dimensions in all plan directions. In addition, setbacks have been employed to make the tower more graceful and thinner at the top. The tower height, which is well below that of adjacent structures to the west, allows the project to act as a transitional element between the financial district and the historic district. The tower massing has been designed in such a way as to identify the structure more closely with those to the west, thereby permitting the Custom House to stand as the dominant object within the historic district.

99 State Street
Design Amendment
Page Three

A varied expression in the granite cladding will assure that the tower element fully assumes its role as a transitional element and constitutes a pleasing addition to the Boston skyline.

Zoning Exceptions Required For Project Site:

<u>Section</u>	<u>Required in B-10 Zoning District</u>	<u>Provided for project (approximate)</u>
15-1 Floor Area Ratio	10	12.25
20-1 Rear Yard	21 feet	0 feet
21-1 Setback of parapet		
<u>Front (State Street)</u>		
tower	67 feet	100 feet
low-rise	35 feet	0 feet
<u>Side (Kilby Street)</u>		
tower	67 feet	25 feet
low-rise	44 feet	0 feet
<u>Side (east boundary)</u>		
tower	67 feet	0 feet
low-rise	44 feet	0 feet
<u>Rear (Kilby Place)</u>		
tower	67 feet	0 feet
low-rise	35 feet	0 feet
23-1 Parking	8.5' X 20' parking spaces	250 of the parking spaces will be 7.5' X 18' for compact cars; the remaining 450 spaces will be 8.5' X 20'.
24-1 Off-Street Loading	8	5

Exhibit I

PDA/DIP Plan
For Planned Development Area No. 21

Description of Entire PDA

The Planned Development Area is bounded by:

NORTHERLY by State Street from Kilby Street to Broad Street,
Two Hundred Ninety-Seven (297) $\pm$ feet;

EASTERLY by Broad Street from State Street to Water Street,
Two Hundred Ninety-Seven (297) $\pm$ feet;

SOUTHERLY by Water Street from Broad Street to Kilby Street,
Two Hundred Forty-Seven (247) $\pm$ feet; and

WESTERLY by Kilby Street from Water Street to State Street,
Four Hundred and Six (406.00) $\pm$ feet.

Excluding therefrom the following described five (5) parcels of land:

113-117 STATE STREET

Beginning at the southwest corner of the intersection of State and Kilby Streets; thence

39.73 feet along the westerly sideline of Broad Street to a point; thence

42.77 feet through a partition wall to a point; thence

38.72 feet through a wall to a point on a southerly side line of State Street; thence

38.41 feet along said line of State Street to the point of beginning.

Containing 1,594 Sq. Ft.

35-37 CENTRAL STREET

Beginning at a point on the southerly line of Discontinued Central Street 50.21 feet west of Broad Street; thence

40.00 feet through a partition wall to a point; thence

25.00 feet to a point; thence

40.00 feet to the southerly line of Discontinued Central Street; thence

25.09 feet along said-line of Central Street to the point of beginning.

Containing 1,200 Sq. Ft.

44-48 KILBY STREET

Beginning at the point of intersection of the easterly sideline of Kilby Street and the southerly line of Kilby Place; thence

42.01 feet along said line of Kilby Place to a point; thence

7.03 feet to a point; thence

23.31 feet to a point; thence

42.97 feet through the middle of a partition wall to the easterly sideline of Kilby Street; thence

50.23 feet along said sideline of Kilby Street to the point of beginning.

Containing 1,643 Sq. Ft. more or less.

120-130 WATER STREET

Beginning at the point on the Northerly side of Water Street, 50.33 feet west of Broad Street; thence

66.34 feet along said line of Water Street to a point; thence

37.27 feet through a partition wall to a point; thence

2.48 feet to a point on a passageway; thence

13.53 feet along said passageway to a point; thence

75.04 feet along said passageway to a point; thence

37.12 feet through a partition wall to the point of beginning.

Containing approximately 3,095 Sq. Ft.

50-52 KILBY STREET

Beginning at a point on Kilby Street approximately 25 feet from the northeastern corner of the intersection of Kilby and Water Streets; thence 24.02 feet along the easterly sideline of Kilby Street to a point; thence 59.05 feet through the middle of a partition wall and the extension of that line to a point; thence 24.51 feet through the middle of a partition wall and the extension of that line to a point; thence 45.41 feet through the middle of a partition wall to the point of beginning.

Containing 1,017 Sq. Ft.

The area of the PDA described above is 84,000 square feet.

Proposed Planned Development Area

Exhibit II

PDA/DIP Plan
For Planned Development Area No. 21

Legal Description of Project Site

Beginning at the point of intersection of the easterly line of Kilby Street with the southerly line of State Street; thence

Along said line of State Street the following courses and distances:

N74-10-10E, 59.64 feet; thence

N73-43-37E, 27.08 feet; thence

N11-13-46W, 1.00 feet; thence

N78-46-14E, 74.40 feet; thence

S11-13-46E, 1.00 feet; thence

N75-37-18E, 19.47 feet; thence

S14-28-18E, 70.36 feet through a partition wall to the northerly sideline of Doane Street; thence

Along said line of Doane Street the following courses and distances:

N77-22-30E, 43.05 feet; thence

N77-37-27E, 19.94 feet; thence

N78-20-30E, 63.03 feet to the westerly sideline of Broad Street; thence

S20-17-09E, 29.58 feet along said line of Broad Street to the southerly sideline of Doane Street; thence

S77-43-26W, 117.22 feet along said line of Doane Street; thence

S77-33-03W, 10.06 feet along said line of Doane Street; thence

S14-12-36E, 52.19 feet through an alley; thence

N74-55-52E, 1.00 feet along a passageway; thence

N16-45-19W, 3.65 feet along a passageway; thence

N73-14-41E, 48.79 feet along a passageway; thence

S17-16-55E, 40.95 feet along land of Marshall Building Trust; thence

N67-21-06E, 0.50 feet along the northerly sideline of Discontinued Central Street; thence

S22-28-09E, 39.53 feet across said Central Street; thence

N67-31-51E, 7.84 feet along the southerly line of said Central Street; thence

S21-24-29E, 45.00 feet along land N/F of Bangs Real Estate Trust; thence

Along a passageway the following courses and distances:

S67-31-51W, 48.90 feet; thence

S42-23-42W, 17.30 feet; thence

S67-13-31W, 89.23 feet; thence

Along a curve to the left of radius 28.00 feet a distance of 36.88 feet, being the northerly line of Kilby Place; thence

S69-24-28W, 41.97 feet along the northerly line of Kilby Place to the easterly sideline of Kilby Street; thence

Along said line of Kilby Street the following courses and distances:

N20-44-50W, 29.81 feet; thence

N20-58-43W, 38.98 feet; thence

N20-46-05W, 61.29 feet; thence

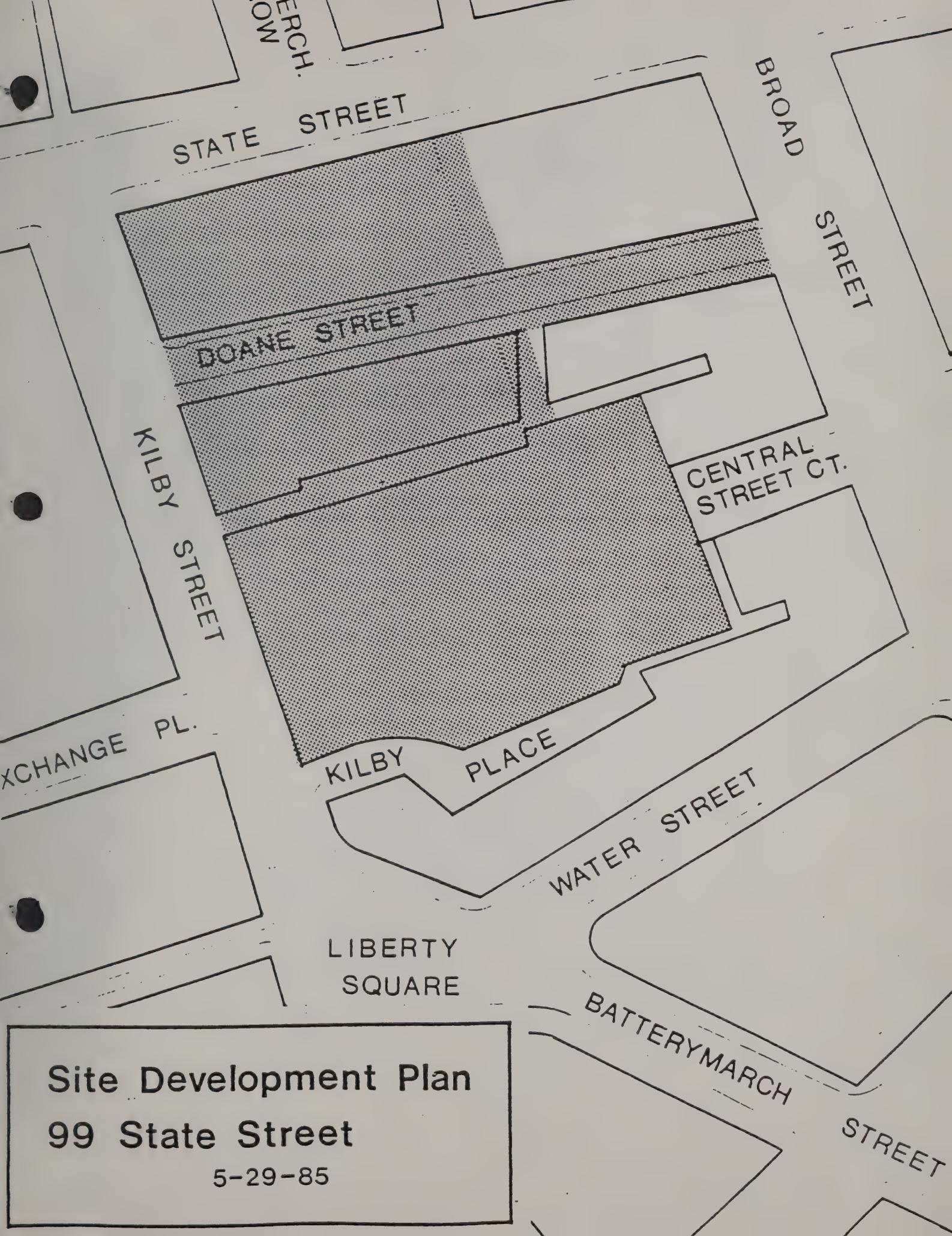
N20-46-33W, 5.63 feet; thence

N20-11-59W, 57.63 feet; thence

N20-14-52W, 30.44 feet across Doane Street; thence

N20-14-52W, 65.98 feet to the point of beginning.

Containing 60,018 Sq. Ft., or 1.378 Acres



Site Development Plan
99 State Street

5-29-85

Exhibit III

PDA/DIP Plan
For Planned Development Area No. 21

List of Schematic Design Drawings and Narrative

<u>Drawing No.</u>	<u>Title</u>	<u>Date</u>	<u>Revised</u>
A-1	Property Acquisition	29 October 1985	19 November 1985
A-2	Site Plan	29 October 1985	19 November 1985
A-3	Garage Plans	29 October 1985	19 November 1985
A-4	Ground Floor/Loading	29 October 1985	19 November 1985
A-5	Second To Sixth Floors	29 October 1985	19 November 1985
A-6	Mid Rise & High Rise	29 October 1985	19 November 1985
A-7	Penthouse & Roof	29 October 1985	19 November 1985
A-8	Building Section N-S	29 October 1985	19 November 1985
A-9	Building Section E-W	29 October 1985	19 November 1985
A-10	State Street Elev.	29 October 1985	19 November 1985
A-11	Kilby Street Elev.	8 November 1985	19 November 1985
Narrative	Design Amendment	8 November 1985	
Perspective	from Merchants Row	29 October 1985	19 November 1985

Exhibit IV

PDA/DIP Plan
For Planned Development Area No. 21

Area Calculations--Schematic Design

<u>LEVEL</u>	<u>AREA BEFORE DEDUCTIONS</u>	<u>TOTAL DEDUCTIONS</u>	<u>WALL THICKNESS ALLOWANCE</u>	<u>GROSS FLOOR AREA ZONING CODE</u>
31	13,585	3,848	253	9,737
30	14,920	2,435	278	12,485
29	14,920	1,928	278	12,992
28	19,820	1,891	308	17,929
27	21,580	1,710	334	19,870
26	21,580	1,710	334	19,870
25	21,580	1,710	334	19,870
24	21,580	1,710	334	19,870
23	22,245	1,721	354	20,524
22	22,520	1,707	344	20,813
21	22,520	1,707	344	20,813
20	22,520	1,707	344	20,813
19	22,520	2,112	344	20,408
18	22,520	2,112	344	20,408
17	22,520	2,112	344	20,408
16	22,520	2,112	344	20,408
15	22,520	2,112	344	20,408
14	22,520	2,112	344	20,408
13	22,520	2,112	344	20,408
12	22,520	2,112	344	20,408
11	22,520	2,417	344	20,103
10	23,015	2,425	359	20,590
9	23,220	2,417	354	20,803
8	23,220	2,417	354	20,803
7	23,800	2,571	526	21,229
6	41,575	2,788	697	38,787
5	44,185	2,752	697	41,433
4	49,680	8,312	697	41,368
3	49,035	8,017	697	41,018
2	37,915	7,121	722	30,794
1	53,640	14,486	2,888	39,154
TOTAL	811,335	96,406	14,923	714,929

Exhibit V

PDA/DIP Plan
For Planned Development Area No. 21

Permitted Uses

Conditional Uses Under Zoning Code:

- 34 Store primarily serving the retail business needs of the residents of the neighborhood, where merchandise is sold or displayed out of doors on the premises.*
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage, where merchandise is sold or displayed out of doors on the premises.
- 36A Sale over the counter...of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out.
- 59 Parking garage.
- 61 Rental agency storing, servicing, and/or washing rental motor vehicles and trailers.
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district.
- 72 As an accessory use, a garage or parking space for occupants, employees, customers, students and visitors.

*Signage and temporary storage facilities must receive design review and approval by the Boston Redevelopment Authority.

FIRST AMENDMENT

TO

COOPERATION AGREEMENT

for

Planned Development Area No. 21

Bounded Generally by Water, Broad, State and
Kilby Streets, Boston Proper

AGREEMENT OF AMENDMENT dated as of the day of November, 1985, by and between the BOSTON REDEVELOPMENT AUTHORITY (the "Authority") and 99 STATE STREET LIMITED PARTNERSHIP, a Massachusetts Limited Partnership having a business address of c/o The Beacon Companies, Suite 3400, One Post Office Square, Boston, Massachusetts 02109, of which the general partners are the Kilby Street Limited Partnership, a Massachusetts limited partnership, and The Equitable Life Assurance Society of the United States, a New York corporation (the "Applicant").

W I T N E S S E T H:

WHEREAS, the Applicant and the Authority entered into a Cooperation Agreement (the "Agreement") dated as of June 18, 1985;

WHEREAS, the Agreement provides that the Applicant will develop a mixed-use development project including office, retail, commercial uses and a below-grade parking facility ("Project"), on land shown on Exhibit I attached to the Agreement ("Premises");

WHEREAS, the Agreement requires that the Applicant will cause the Project to be developed on the Premises in accordance

with plans approved through the Development Review Process as outlined in a Sale and Construction Agreement among the City of Boston, the Authority and the Applicant, dated June 28, 1985, and a Development Plan and Development Impact Project Plan for Planned Development Area No. 21 ("PDA/DIP Plan") approved by the Authority on June 13, 1985;

WHEREAS, Applicant has submitted additional design drawings to the Authority requiring modifications to the requirements contained in the Sale and Construction Agreement and the PDA/DIP Plan;

WHEREAS, the BRA has, on November 21, 1985, approved of Revised Terms and Conditions of Designation, a First Amendment to the Sale and Construction Agreement and an Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 21; and

WHEREAS, the parties wish to amend the Agreement so as to be consistent with the foregoing changes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. All references contained in the Agreement to the Sale and Construction Agreement dated June 28, 1985 shall mean the Sale and Construction Agreement as it has been amended by the First Amendment to Sale and Construction Agreement, dated as of November , 1985.

2. All references contained in the Agreement to the PDA/DIP Plan dated June 13, 1985 shall now mean the Amended and Restated

Development Plan and Development Impact Project Plan for Planned Development Area No. 21, dated November 21, 1985.

3. The Authority acknowledges that the Applicant has submitted drawings which comply with its Schematic Design Review Process and are subject to the Authority's final review of Design Development Plans and Final Working Drawings and Specifications. The Authority agrees that upon the submission by the Applicant of a final Environmental Impact Assessment Report that it shall respond thereto within forty-five (45) days.

EXCEPT AS AMENDED HEREBY, the terms and conditions contained in the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, as of the day of November, 1985, at Boston, Massachusetts, the parties hereto have caused this First Amendment in five counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

Approved As To Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment
Authority

By: _____
Stephen Coyle, Director

99 STATE STREET LIMITED PARTNERSHIP

By: KILBY STREET LIMITED PARTNER-
SHIP, Management Partner

A General Partner

November 21, 1985

REVISED TERMS AND CONDITIONS FOR DEVELOPER DESIGNATION OF KILBY
STREET GARAGE PARCELS

1. DISPOSITION PRICE

Fifteen Million (\$15,000,000) for the garage parcel and underlying rights of Doane Street and any adjacent public parcels. Eight Million (\$8,000,000.00) has been paid with additional payments to be made in the following manner:

\$2 million payable upon receipt of a Certificate of Occupancy;

\$5 million payable in 10 annual and equal payments to begin 24 months after receipt of a Certificate of Occupancy.

2. REDEVELOPMENT SITE

The redevelopment site shall include the area outlined in the map below.



3. BUILDING BULK

The project shall not exceed 715,000 square feet of gross floor area (including approximately 15,000 square feet of retail space) and a floor area ratio of 12.25, as those terms are defined in the Boston Zoning Code.

4. BUILDING HEIGHT

The height of the building shall not exceed 389.5 feet. The maximum height on State and Kilby Street shall not exceed 78 feet to the top of the parapet except for minor decorative elements such as those to be included at the entrances.

5. BUILDING SETBACKS

The high rise tower element shall be set back a minimum of 25 feet on Kilby Street; 100 feet on State Street.

6. AMENITIES

The project shall include on-and off-site public improvements to be articulated in the design review process.

7. PARKING

All parking shall be below grade and a maximum of 700 public and private parking spaces shall be provided with a minimum of 450 spaces for public use. Parking access shall be from Broad Street via Doane Street, which has been discontinued as a public way.

8. OFF STREET LOADING

Service areas for the development and access to these areas shall be inconspicuous, safe, and enclosed. They must not interfere with pedestrian circulation routes. The primary service access shall be provided from Kilby Place.

9. CONSTRUCTION PHASING

The Authority requires that total construction of the project be completed in a single phase.

10. MATERIALS

All facades shall be of masonry; the tower facade shall be of granite.

11. DESIGN REVIEW PROCESS

The Authority requires submission of design drawings for review and approval at three phases in the design review process in accordance with submission requirements normally followed by the architectural profession and the Authority:

a. Schematic Design Drawings

b. Design Development Drawings and Outline Specifications;
and

c. Working Drawings and Final Specifications.

This design review process will include Authority review and approval of all exterior materials and design review of all interior spaces accessible to the public and shall include review and approval of all material changes from the approved drawings that may occur during the construction period.

12. LINKAGE

The developer shall comply with linkage policies as defined in Article 26 of the Boston Zoning Code.

13. REAL ESTATE TAXES

Real estate taxes for the new development will be paid according to normal City of Boston Chapter 59 Assessing Department practices.

FIRST AMENDMENT

To

DEVELOPMENT IMPACT PROJECT AGREEMENT

for

Planned Development Area No. 21

Bounded Generally by Water, Broad, State and
Kilby Streets, Boston Proper

AGREEMENT OF AMENDMENT dated as of the day of November, 1985, among the BOSTON REDEVELOPMENT AUTHORITY ("BRA") on its own behalf and as escrow agent for the NEIGHBORHOOD HOUSING TRUST, hereafter to be created, and 99 STATE STREET LIMITED PARTNERSHIP, a Massachusetts Limited Partnership having a business address of c/o The Beacon Companies, Suite 3400, One Post Office Square, Boston, Massachusetts 02109, of which the general partners are the Kilby Street Limited Partnership, a Massachusetts limited partnership, and The Equitable Life Assurance Society of the United States, a New York corporation ("99 State").

W I T N E S S E T H:

WHEREAS, 99 State and the BRA entered into a Development Impact Project Agreement (the "Agreement") dated as of June 18, 1985;

WHEREAS, paragraph 11 of the Agreement provides that it can be amended, but only by a writing executed by the parties thereto;

WHEREAS, the Agreement provides that 99 State will construct a mixed-use development project including office, retail, commercial uses, and a below-grade parking facility ("Project")

on land shown on the Exhibit attached to the Agreement ("Premises");

WHEREAS, the Agreement requires that 99 State will cause the Project to be developed on the Premises in accordance with the terms and conditions of tentative designation, a Sale and Construction Agreement among the City of Boston, the BRA and 99 State dated June 28, 1985 ("Sale and Construction Agreement") and a Development Plan and Development Impact Project Plan for Planned Development Area No. 21 ("PDA/DIP Plan");

WHEREAS, 99 State has submitted additional design drawings to the BRA requiring modifications to requirements contained in the terms and conditions of designation, the Sale and Construction Agreement and the PDA/DIP Plan;

WHEREAS, the BRA has, on November 21, 1985, approved of Revised Terms and Conditions of Designation, a First Amendment to the Sale and Construction Agreement and an Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 21; and

WHEREAS, the parties wish to amend the Agreement so as to be consistent with the foregoing changes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. All references contained in the Agreement to the terms and conditions of tentative designation dated April 18, 1985 shall now mean the Revised Terms and Conditions for Developer Designation of Kilby Street Garage dated November 21, 1985.

2. All references contained in the Agreement to the Sale and Construction Agreement dated as of June 28, 1985 shall mean the Sale and Construction Agreement as it has been amended by the First Amendment to Sale and Construction Agreement dated as of November , 1985.

3. All references contained in the Agreement to the PDA/DIP Plan dated June 13, 1985 shall now mean the Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 21, dated November 21, 1985.

4. Paragraph 14 of the Agreement is hereby deleted and the following is inserted in substitution thereof: 99 State shall at least three months prior to the Construction Commencement Date, as defined in the Sale and Construction Agreement, submit a plan setting forth in detail 99 State's plans to ensure that on a craft by craft basis that its Contractor, and those engaged by said Contractor for construction of the Project, shall comply with the following standards: (a) at least 50% of the total employee workerhours in each trade shall be by bona fide Boston residents, (b) at least 25% of the total employee workerhours in each trade shall be by minority persons, and (c) at least 10% of the total employee workerhours in each trade shall be by women. For purposes of this paragraph, workerhours shall include work performed by persons filling apprenticeship and on-the-job training positions. 99 State shall also formulate and submit, three months prior to the Construction Commencement Date as defined in the Sale and Construction Agreement, an Employment Opportunity Plan, which plan shall set forth 99 State's good

faith efforts to achieve a goal that fifty (50) percent of the permanent employment opportunities created by the development shall be made available to Boston residents.

EXCEPT AS AMENDED HEREBY, the terms and conditions contained in the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, as of the day of November, 1985, at Boston, Massachusetts the parties hereto have caused this First Amendment in five counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

Approved As To Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment
Authority

By: _____
Stephen Coyle, Director

99 STATE STREET LIMITED PARTNERSHIP

By: KILBY STREET LIMITED PARTNER-
SHIP, Management Partner

A General Partner

FIRST AMENDMENT

TO

SALE AND CONSTRUCTION AGREEMENT

This First Amendment to the Sale and Construction Agreement entered into as of this day of November, 1985, among the City of Boston acting by and through the Boston Redevelopment Authority (the "Authority") and 99 State Street Limited Partnership (the "Developer").

WITNESSETH:

WHEREAS, the City, acting by and through the Public Facilities Commission, the Authority and the Developer entered into a certain Sale and Construction Agreement (the "Agreement") dated June 28, 1985, which Agreement was recorded in the Suffolk County Registry of Deeds on June 28, 1985 in Book 11693, Page 036. Terms and phrases used herein and defined in the Agreement, as herein amended, shall have the meanings ascribed in the Agreement except as the same may be amended or modified hereby.

WHEREAS, Section 13.02 of the Agreement provides that the Agreement may be amended only by an instrument in writing signed by both the Authority, on its own behalf and on behalf of the City, and the Developer;

WHEREAS, the Agreement provides that the Developer will construct a mixed-use development project including office, retail, and commercial uses including a below-grade parking facility (the "Improvements") on the Project Site in accordance with terms and conditions contained in the Designation Conditions, and a Development Plan and Development Impact Project Plan for Planned Development Area No. 21 (the "PDA/DIP Plan");

WHEREAS, the Developer has submitted additional design drawings to the Authority requiring modifications to the requirements contained in the Agreement and in the Designation Conditions and the PDA/DIP Plan;

WHEREAS, the Authority has, on November 21, 1985, approved of Revised Terms and Conditions for Developer Designation of Kilby Street Garage Parcels (the "Revised Terms") and an Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 21 (the "Amended PDA/DIP Plan"); and

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties

hereto, the City acting by and through PFC, the Authority and the Developer hereby agree as follows:

1. All references contained in the Agreement to Designation Conditions or Tentative Designation dated April 18, 1985 wherever such terms are used shall now refer to the Revised Terms dated November 21, 1985, which is made a part hereof and is attached hereto as Exhibit A.

2. All references contained in the Agreement to the PDA/DIP Plan dated June 13, 1985 wherever such term is used shall now refer to the Amended PDA/DIP Plan dated November 21, 1985, which is made a part hereof and is attached hereto as Exhibit B.

3. PFC Votes taken by the Public Facilities Commission (the "PFC") and outlined on Page 5 of the Agreement shall include the vote of the PFC taken on _____, 1985, the same being set forth in the certificate of the Secretary of the PFC attached hereto as Exhibit C and made a part hereof.

4. Real Property Board Votes taken by the Real Property Board and outlined on Page 6 of the Agreement shall include the vote of the Real Property Board taken on _____, 1985, the same being set forth in the certificate of the Executive Secretary of the Real Property Board attached hereto as Exhibit D and made a part hereof.

5. The provision contained in Section 301 of the Agreement that the Improvements contain approximately 685,000 square feet of office space is hereby amended by substituting 700,000 for 685,000.

6. Section 302-1 of the Agreement is hereby deleted in its entirety and in substitution thereof the Developer agrees that at least three months prior to the Construction Commencement Date it shall submit a plan setting forth in detail the Developer's plans to ensure, on a craft by craft basis, that its Contractor, and those engaged by said Contractor for construction of the Project, shall comply with the following standards: (a) at least 50% of the total employee workerhours in each trade shall be by bona fide Boston residents, (b) at least 25% of the total employee workerhours in each trade shall be by minority persons, and (c) at least 10% of the total employee workerhours in each trade shall be by women. For purposes of this paragraph, workerhours shall include work performed by persons filling apprenticeship and on-the-job training positions. The Developer shall also formulate and submit, three months prior to the Construction Commencement Date, an Employment Opportunity Plan, which plan shall set forth the Developer's good faith efforts to achieve a goal that fifty (50) percent of the permanent employment opportunities created by the development shall be made available to Boston residents.

7. All references contained in the Agreement to a Development Impact Project Agreement dated as of June 18, 1985 (attached as Exhibit K thereto, the "DIPA") wherever used shall now refer to the DIPA as amended by the First Amendment to the Development Impact Project Agreement, dated as of November , 1985, a copy of which amendment is attached hereto as Exhibit E and made a part hereof.

8. The Authority acknowledges that the Developer has submitted drawings which comply with its Schematic Design Review Process and are subject to the Authority's final review of Design Development Plans and Final Working Drawings and Specifications. The Authority agrees that upon the submission by the Developer of a final Environmental Impact Assessment Report that it shall respond thereto within forty-five (45) days.

EXCEPT AS AMENDED HEREBY, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, as of the day of , 1985, at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

Chief General Counsel
Boston Redevelopment
Authority

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

99 STATE STREET LIMITED PARTNERSHIP

By: KILBY STREET LIMITED
PARTNERSHIP

A General Partner

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston

, 1985

Then personally appeared before me the above-named Stephen Coyle, Director of the Boston Redevelopment Authority, who executed the foregoing Agreement on behalf of the Boston Redevelopment Authority acting in its own behalf and acknowledged the same to be the free act and deed of said Authority.

Before me,

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston

, 1985

Then personally appeared the above-named General Partner of Kilby Street Limited Partnership, and acknowledged the foregoing instrument to be the free act and deed of 99 State Street Limited Partnership.

Notary Public

My commission expires:

